

AG Contract No. KR95 0200TRN
ADOT-ECS File No.: JPA 95-13
Project: 89A YV370 HX028 01C
Section: SR-89A @ Upper Red
Rock Loop Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT is entered into
8 AUGUST, 1995, pursuant to Arizona
Revised Statutes, Sections 11-951 through 11-954, as
amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State")
and the CITY OF SEDONA, acting by and through its
MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this
agreement and has delegated to the undersigned the
authority to execute this agreement on behalf of the
State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. The State and the City desire to participate in
the design and construction of improvements to State
Route 89A at the intersection of Upper Red Rock Loop
Road, to include intersection improvements and the
installation of traffic signals, at an estimated cost
of \$135,000, hereinafter referred to as the Project,
for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements
expressed herein, it is agreed as follows:

NO. <u>19988</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/08/95</u>
<u>Jane S. Hull</u> Secretary of State
By <u>Vicky J. Greenwood</u>

II. SCOPE

1. The City will:

a. Provide to State standards design plans specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor (s). Confer with the State on any traffic signal related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the City. Be responsible for the cost of "street furniture" over and above the cost of standard State poles, mastarms, etc.

c. Invoice the State for its twenty five (25%) share of the Project traffic signal (only), in an amount estimated at \$33,750.00

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide electrical energy to operate the signal.

e. Provide maintenance to the finish of street furniture signal poles, mastarms and heads, highway luminaire equipment including fixtures, ballast and lamps, and the exterior of signal control cabinets, and replacement parts for the Opticon systems when necessary.

f. In the event of future pole knockdown, participate in the cost of "street furniture" replacement above the prevailing costs of State standard poles, mastarms, etc. The City will provide a "street furniture" replacement pole, mastarm and ancillary equipment or accept the installation of a standard State pole, mastarm and ancillary equipment.

2. The State will:

a. Participate in the traffic signal (only) portion of the Project in the amount of twenty five percent, estimated at \$33,750.00

b. Review the design documents and provide comments as appropriate. Be responsible for any contractor claims for extra compensation related to the signal attributable to the State.

c. Reimburse the City within 30 days after receipt and approval of an invoice.

d. In the event of future pole knockdown, the State will replace the pole, mastarm, etc. with city supplied "street furniture" or the State will erect a standard State pole, mast arm & ancillary equipment. Upon completion and acceptance by the City, provide traffic signal maintenance for any signal equipment not specifically assigned to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

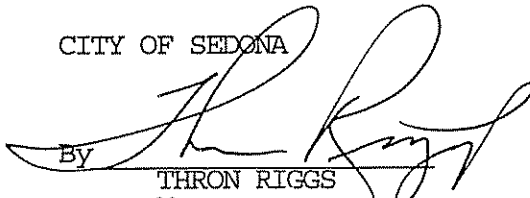
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Sedona
City Manager
Box 30002
Sedona, AZ 86339

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

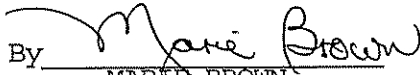
CITY OF SEDONA

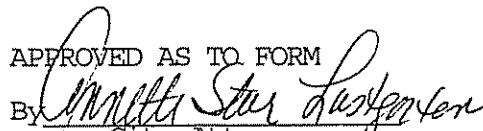
By 
THRON RIGGS
Mayor

STATE OF ARIZONA
Department of Transportation

By 
CHARLES K. EATON
State Traffic Engineer

ATTEST

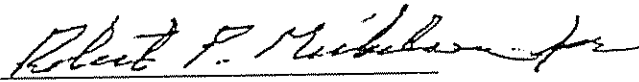
By 
MARIE BROWN
City Clerk

APPROVED AS TO FORM
By 
City Attorney

RESOLUTION

BE IT RESOLVED on this 23rd day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Sedona for the purpose of defining responsibilities for the design, construction and maintenance of a traffic signal on SR89A @ the Upper Red Rock Loop Road in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


For: LARRY S. BONINE
Director

RESOLUTION NO. 95- 15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, PROVIDING FOR AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO STATE ROAD 89A AT UPPER RED ROCK LOOP ROAD INCLUDING INSTALLATION OF TRAFFIC SIGNALS; AND PROVIDING FOR AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS;

Improving State Route 89A at its intersection with Upper Red Rock Loop Road and the intersection itself shall contribute to the safety of, and benefit of, the motoring public, including those drivers and pedestrians utilizing the Sedona Red Rock High School; and

The cooperation of the Arizona Department of Transportation, the City of Sedona and the Sedona-Oak Creek Joint Unified School District No. 9 are enabling construction of the necessary improvements; and

It serves the health, safety and welfare of the residents of the City of Sedona to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for its financial participation in the improvement project;

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1.

Authorization is hereby granted to enter into an Intergovernmental Agreement between the State of Arizona and the City of Sedona for financial participation in the cost of the construction of improvements to State Road 89A at the intersection of Upper Red Rock Loop Road, including installation of traffic signals.

Section 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement.

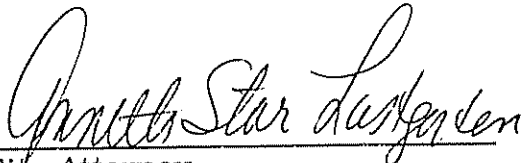
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 23 day of May, 1995.

JPA 95-13

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of July, 1995.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0200-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of August, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/39